

CAMBRIDGE POINTE TOWNHOME ASSOCIATION

RULES AND REGULATIONS

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MAINTENANCE RESPONSIBILITY LIST
FOR
CAMBRIDGE POINTE TOWNHOME ASSOCIATION

<u>ITEM</u>		<u>ASSOCIATION HOMEOWNER</u>
<u>APPLIANCES</u>		
1.	All home appliances including: Disposals, Dishwashers, and Garage Door Openers.	X
2.	Furnace and Air Conditioners (including Evaporation Unit).	X
<u>BUILDING INTERIOR/EXTERIOR</u>		
1.	Air Conditioning Slabs	X
2.	Chimney Caps	X
	Exterior of Fireplace above roof, not flue.	X
	Interior of Fireplace including flue.	X
3.	Door Frames (Exterior and Interior)	X
4.	Doors (Entrance)	X
5.	Driveways	X
6.	Dryer Vents (Repairs and Maintenance)	X
7.	Fireplace Chimney Cleaning	X
8.	Foundation Leaks/Cracks	X
9.	Garage Doors (Exterior Painting)	X
10.	Garage Doors (door/tracks/locks/hardware)	X
11.	Garage Floors	X
12.	Gutters and Downspout	X
13.	House Numbers	X
14.	Insulation	X
15.	Painting/Decoration (Interior Work)	X
16.	Painting (Exterior)	X
17.	Roofs and Stacks and Vents	X
18.	Siding Exterior	X
19.	Skylights	X
20.	Storm/Screen and Patio Doors	X
21.	Sump Pumps (including ejector hoses)	X
22.	Roof Leaks	X
23.	Drywall repair due to Roof Leak	X
24.	Catastrophic Loss covered by Insurance	X
25.	Windows, Frames, Glass and Screens	X
26.	Window Sills	X
27.	Exterior Wood Trim	X
28.	Vandalism Damages/Casualty Loss	X
29.	Water & Sewer Lines:	
a.	on Association property	X
b.	on Unit Owner property	X
c.	Main lines are Village of Carol Stream	

ITEM**ASSOCIATION HOMEOWNER****COMMON AREA**

- | | | |
|----|---|---|
| 1. | Landscape Service | X |
| 2. | Sidewalks and stoops | X |
| 3. | Snow removal from Sidewalks and stoops | X |
| 4. | Snow removal from driveways after 2" snowfall | X |

WIRING AND UTILITIES

- | | | |
|----|---|---|
| 1. | TV Antennas (interior installation only) | X |
| 2. | Cable TV | X |
| 3. | Electrical Lines and Components, Interior | X |
| 4. | Gas Service | X |
| 5. | Light bulb replacement (Interior and Exterior) | X |
| 6. | Light fixtures (exterior front/rear doors & garage) | X |
| 7. | Plumbing System/Outside spigots | X |
| 8. | Telephone Service/Lines | X |
| 9. | Water Heaters and Water Softeners | X |

RULES AND REGULATIONS FOR CAMBRIDGE POINTE TOWNHOME ASSOCIATION

The Declaration of Townhome Ownership and the By-Laws of Cambridge Pointe Townhome Association empowers the Board of Directors to prepare, adopt, and distribute rules and regulations to govern the administration, management, operation and use of the town home property. The Board of Directors has deemed it necessary and prudent to adopt and redefine additional rules and regulations for Cambridge Pointe Town home Association:

I. GENERAL INFORMATION - RULES AND REGULATIONS

1. ADDRESS NUMBERS

The Association will assume responsibility for address numbers on front of unit and on garages. All units shall display 4" high numbers of rust-resistant material located on wood trim centered above garage door. No installation on garage doors is allowed. Numbers 4" high of rust resistant material shall also be installed on wood trim overhang centered above front door.

2. AIR CONDITIONERS

a. Air conditioners and the air conditioner concrete slabs are part of the unit. The maintenance or replacement of air conditioner units and/or slabs is the responsibility of the individual unit owner.

b. Window air conditioning units are not permitted due to potential water damage and possible annoyance to the neighbors.

c. A building permit and an approved Architectural Control Application form are required for the installation or replacement of your air conditioner. Contact the Building Department for specifications and possible tax credit information.

3. ADMINISTRATIVE ISSUES

The Association is governed by a five (5) member Board of Directors. Directors are elected at the Annual Meeting of the Association and hold office until their term has expired. Terms are two years unless a Director is elected to fill the unexpired term of a Director who has resigned or has moved. Terms are staggered so that not all positions are vacant in any one year. A Director appointed by the Board to fill an unexpired term can hold office only until the next Annual Meeting at which time they must stand for election. The Association is on a calendar fiscal year of January 1st, through December 31st. Budget notification of the next year's assessment level and proposed budget must be given by written notice to all unit owners at least thirty (30) days prior to the meeting where such budget will be adopted by the Board.

4. ANNUAL MEETING

The Annual Meeting of the Association is held the second Tuesday of June at a location to be announced to all unit owners no less than ten (10) days nor more than thirty (30) days prior to the meeting.

5. **ANTENNAS**

- a. No exterior antenna or wires (TV, Radio, CB, or "Ham" Operator) are allowed on/or protruding from any unit, patio, roof, private property, or common ground.
- b. If you wish to install your own TV antenna, you may do so but only in your attic.
- c. Satellite dishes (no larger than one meter) are permitted only with the approval of the Board of Directors upon submission of a written ARCHITECTURAL CONTROL APPLICATION and roof top installations will not be permitted. The Board of Directors will consider all applications that have a minimal visual intrusion on neighboring units without impairing signal reception.

6. **ASPHALT**

Asphalt driveways are the responsibility of the Association. Unit owners are responsible for repair, replacement, and/or sealcoating necessary to all asphalt surfaces due to accident, negligence, or abuse. Repairs will be completed by the Association and all costs incurred will be billed back to the responsible unit owner. Unit Owners at all times are responsible for the actions of their guests, tenants, lessees, invitees, and visitors.

7. **AWNINGS**

Installation of awnings, canopy or exterior shades are not permitted.

8. **BALCONIES**

No unit may construct a balcony.

9. **BIRDHOUSES OR BIRD FEEDERS**

No birdhouses or bird feeders may be installed which create a nuisance to other unit owners in the vicinity. Birdhouses and/or birdfeeders are not permitted on common trees.

10. **BOATS/TRAILERS/SNOWMOBILES AND RECREATIONAL VEHICLES**

Boats, trailers, snowmobiles, and recreational vehicles are not permitted to be parked anywhere on property except in garage with door closed. Temporary overnight parking to pack, unpack and/or clean will be permitted. Special exceptions to this Rule must be reviewed by Management on a short-term, case by case basis.

11. **BUILDING ATTACHMENTS**

Nothing shall be attached to, or removed from, any building without prior submission and approval of an ARCHITECTURAL CONTROL APPLICATION. Family names, emblems or accessories are prohibited.

12. **COACHLIGHTS/LIGHTING**

No exterior pole coachlights are permitted. Those lights attached directly to the building or to the garage are the responsibility of the unit owner. Front light fixtures are available at Menard's as Patriot Lighting Antique Brass Model #352-1272 at approximate cost of \$20. In

the event that you need to replace the back light fixture, please call Rowell for light fixture information.

13. **COVERINGS**

Astro turf and indoor/outdoor carpeting may not be used to cover patio, concrete surfaces or wooden deck porches.

14. **DAMAGED COMMON PROPERTY**

Any common area property which is damaged by the conduct of a unit owner or by the owner's family, tenants, or guests will be repaired by the Association and the cost assessed to the responsible owner.

15. **DECKS**

a. Only present decks as originally installed by the developer will be permitted in the Association.

b. Maintenance of the existing decks will be considered a common expense and staining of the deck will be done on a phased cycle when the building is painted.

c. Storage of any kind under decks will not be permitted.

d. Storage on decks must be of normal outdoor furniture and at no time will the deck be permitted to become unsightly. Trash may not be stored on decks.

e. Decks will not be used for storage of garden tools, hanging wash (clothing, clothes lines, blankets, swim suits, towels, etc.), bicycles, toys or other items which may detract from the general appearance. Patio type barbeque grills may be stored on the patio.

16. **DECORATIVE LIGHT FIXTURES**

Malibu Lights will be allowed in the front and rear of unit. Malibu Lights will be maintained by unit owner and must be functional. Proper installation is as follows: Cable wire must be buried and lights must be spaced no less than 24" apart. Residents with existing Malibu lights must meet proper installation requirements. New installations require ARCHITECTURAL CONTROL APPLICATION be submitted and board approved prior to installation.

All light fixtures attached to unit and/or garage are the unit owner's responsibility together with all attached wiring whether within the unit or outside the unit. Any addition or change to exterior lighting must be approved by the Board of Directors, in writing, prior to installation. See Coachlight/Lighting for additional information.

17. **DRAINAGE**

Drainage or grading problems around a unit are the responsibility of the Association. In the event such drainage problems are the result of any exterior installation by another unit owner, it shall be the responsibility of the responsible unit owner to fix the situation causing a problem to the neighboring unit.

18. EXTERIOR ADDITIONS, MODIFICATIONS

Any exterior additions and/or modifications to a unit must be approved by the Board via the submission of an ARCHITECTURAL CONTROL APPLICATION.

19. EXTERMINATING

Exterminating of any kind within or on the exterior of any unit is not an Association expense.

20. FENCES

- a. Fences are not permitted.
- b. Enclosure of rear yards by a fence is not permitted.

21. FIREPLACES

Fireplaces are the individual unit owners responsibility. This will include the cleaning of the interior of the flue. The exterior of the chimney surrounding the flue will be the responsibility of the Association. The Association may demand proof of cleaning of the flue on wood burning fireplaces. These must be cleaned at least every two years. No wood may be stored on exterior of building, either front or back. Only storage in the garage is permitted.

New fireplace installations will be permitted but only with prior written approval of the Board of Directors. Detailed specifications, building permit, Certificate of Insurance, and time for completion will be required on any such applications.

22. FLAGS

- a. You may attach a flag bracket to a solid structure only. I.e.: wood trim on garage or house.
- b. Proper flag etiquette must be observed.
- c. Only one flag bracket is permitted per unit.

23. GARAGE DOORS

- a. Exterior garage doors will be painted by the Association. No other paint colors or enhancements (i.e., murals, family insignia, and numerals) will be allowed. Any damage due to negligence by the unit owner, their guests, tenants, lessees, and invitees, will be repaired by the Association and specifically assessed to the responsible owner.
- b. Exterior garage doors may NOT be left open, unlocked or unattended while open for an unreasonable length of time. This represents an invitation to undesirable elements into the Association and can also cause pipe freeze-ups during winter.
- c. Lock hardware on exterior of garage doors may not be removed.

d. Electric garage door openers are permitted. Unit owners who install such openers assume all responsibility for maintaining the opener tracks and electrical wiring, and any door panel repairs necessary due to malfunction.

e. Any doors on a garage are the responsibility of the unit owner. Replacement of individual panels and/or full garage door must first be submitted in writing to the Board of Directors on an ARCHITECTURAL CONTROL APPLICATION.

24. GARAGE SALES

The Association does not host an Association-Wide Garage Sale at present. Individual garage sales are permitted no more than twice per year for any unit and unit owner must follow all ordinances of Village of Carol Stream. At all times, a unit owner must keep in mind the residential tone of the community and the privacy needs of their neighbors.

25. GARDENS

Vegetable gardens are prohibited. Compost piles are prohibited.

26. GRILLS / FIREPITS

a. Firepits are strictly prohibited.

b. Barbecue grills are permitted. They should be located in an area which minimizes smoke from entering neighboring residences. Grills should be removed from private and common area when not in use and may be stored on patios and decks. Barbecue grilling is NOT permitted within the dwellings or garages.

c. Bottled gas grills are permitted.

d. Natural gas grills are permitted. An ARCHITECTURAL CONTROL APPLICATION must be submitted and approved prior to installation of natural gas grills. Application must state the following:

1. The grill must be mounted on the patio or deck (base plate mount) or within one foot of the patio or deck if post mounted.

2. Installation must be performed by a person familiar with the installation and connection of gas grills to the gas supply line.

3. A cut off valve to the gas supply line must be installed both inside and outside the house.

4. Passage of the gas line through the foundation must be performed in a good workmanship manner without damage to the appearance or integrity of the building.

5. The gas line from the foundation to the grill should be buried not less than six inches and kept as close as possible to the foundation and patio. This is to protect the gas line from damage during yard and shrub maintenance.

6. Gas lines may be extended by use of copper tubing, black iron pipe, or semi-flexible plastic pipe. Consult your installer for advantages of each for your particular location. Plastic pipe may not be used inside the home.

7. All components should be A.G.A. approved.

8. Homeowner is responsible for grill and installation and restoration of any damages caused by installation.

27. GUTTERS, DOWNSPOUT AND SPLASH BLOCKS

Existing Gutters, Downspouts, and Splashblocks are the responsibility of the Association.

28. HOLIDAY DECORATIONS

a. Outdoor holiday decorations shall not be installed or used earlier than one month prior to the holiday and must be removed no later than two weeks after the particular holiday or as weather permits.

b. Outdoor lights, such as Christmas tree lights, lanterns and flood lights may be attached to and/or supported from exterior surfaces, in such a manner as not cause damage to the building exterior.

c. Christmas tree lights may be draped upon the branches of trees and shrubs provided that the material and method are in accordance with generally accepted safety standards.

d. All damage to property caused by the installation and/or use of outdoor decorations shall be repaired by the Association and the cost assessed to the responsible unit owner.

e. Decorations are allowed on all individual entry doors at the discretion of the unit owner.

29. INSURANCE

Each unit owner is responsible to keep their residence and garage insured against loss or damage by fire, and all risk coverage, and are required to present a Certificate of Insurance evidencing such coverage to the Association at the offices of the Managing Agent. The Certificate of Insurance shall name the Association as an additional named insured. In the event a unit owner does not want to name the Association, a copy of their Certificate of Insurance is still required. Updates to these Certificates on an annual basis or as coverage is changed will then be the responsibility of the unit owner. Administrative costs to pursue securing a Certificate of Insurance will be charged back to the unit owner responsible. In the event the Insurance Company is changed, unit owners must again name the Association as additional named insured or provide copy of Certificate of Insurance. The Association reserves the right to secure insurance at unit owners expense on those units that refuse to comply with this requirement and will not waive costs for double coverage regardless of evidence of coverage later submitted. Off-site owners are encouraged to properly insure their unit as a rental unit. They are also encouraged to have their tenants secure coverage for their contents and personal belongings. At no time will the Association be responsible for the personal belongings of any unit owner or tenant.

30. LAWN/ SEASONAL DECORATIONS

The following decorations will be allowed in the **FRONT OF THE UNIT:**

Three lawn/seasonal decorations (statues, gazing ball, etc.) will be allowed, not to exceed 24" in height.

One Wind Chime will be allowed, not to exceed 24" in length. No wind chimes may be installed which create a nuisance to other unit owners in the vicinity.

One decorative wreath/plaque is allowed. Wreath/Plaque is allowed on the front of the door only. No siding or wood trim installation allowed.

The following decorations will be allowed in the **REAR OF THE UNIT:**

Three lawn/seasonal decorations (statues, gazing ball, etc.) will be allowed, not to exceed 24" in height.

One windchime, not to exceed 24" in length.

One decorative flag/windsock, not to exceed 18"x 18" in diameter and must be placed on a flag stand.

NO BIRD BATHS ALLOWED.

31. LOCK BOXES

For security reasons, lock boxes used by Realtors are permitted.

32. MAILBOXES

All requirements of Village of Carol Stream Post Office must be followed. Parking in such a way as to prohibit access to a mailbox by post office will result in fines being levied to responsible unit owner, tenant, or guest.

33. MEMBER IN GOOD STANDING

Unit owner must be current in his/her assessments in order to be elected to the board, participate on a committee or vote in an election.

34. MULCH

Shredded bark mulch is permitted in individual unit owner shrub beds. An ACC Form must be submitted and board approved prior to installation. If shrub bed is allowed to become weed infested and unmaintained, the Association will restore the shrub bed to its original condition at the unit owner expense.

NO ROCK/STONE IS ALLOWED IN ANY SHRUB BEDS.

35. PARKING

a. Each Unit has two (2) parking spaces per one car garage, one in the garage and one on the driveway. Two car garages have four (4) spaces. Owners are not allowed to park in designated guest parking areas due to the minimal amount of guest parking. Violators who continually abuse or monopolize guest parking areas will be fined and/or towed. At no time will a unit owner be permitted to use guest parking because they are using their garage for storage.

b. Resident parking is restricted to garages and driveways only. Guest parking areas are intended for guests of Cambridge Pointe Residents only. No parking will be permitted on the grass areas of the Association under any circumstances. No parking is permitted on the streets between the hours of 2:00 A.M. to 6:00 A.M. daily in accordance with Village of Carol Stream Ordinances.

c. Major maintenance or repair of vehicles shall not be allowed to take place outside of units or on any asphalt areas of the Association. Washing, waxing, etc., is considered minor maintenance. Oil changes, etc. are considered major maintenance.

d. The following are defined as Permitted Vehicles within the Association:

1. Passenger type automobiles having no more than five entry doors.

2. Lightweight motor vehicles, excluding trailers, provided that the lightweight vehicle shall have a "B," "RV," or other passenger license plate, and no more than four wheels and a curb weight of less than eight thousand (8,000) pounds, and overall length of less than twenty (20) feet, and overall width of less than seven (7) feet, and shall be of a design, which in the determination of the Board, does not impede entry and exit from a unit when parked on the unit driveway.

3. Motorbikes and motorcycles that are registered and licensed to be ridden on Illinois roads and highways.

4. For questions concerning the classification of a particular vehicle, the Board will apply the definition used in the Illinois Motor Vehicle Code (Chapter 95 ½ of Illinois Revised Statutes).

5. If any unit owner wishes to dispute the Board's ruling on the classification of a vehicle or wishes the Board to make such a ruling, the unit owner should submit a copy of the original vehicle title for review by the Board.

e. The following are defined as Non-Permitted vehicles with the Association:

All vehicles, other than those defined above as permitted vehicles, or any vehicles without current state license plates and appropriate vehicle stickers are all non-permitted vehicles. No "mini-bikes," all terrain vehicles, go-carts, or snowmobiles shall be operated anywhere on the property or parked on any asphalt area in the Association.

f. The following will be deemed abandoned vehicles:

1. The vehicle is in a state of disrepair rendering it incapable of being driven in its present condition; or

2. It has not been moved or used for seven (7) consecutive days or more and is apparently abandoned; or
3. It does not have a current, valid vehicle license plate and sticker; or
4. The acts of the owner and condition of the vehicle clearly indicate it has been abandoned.

g. No permitted vehicle may be parked, maintained, or stored so as to obstruct driveways, mailboxes, or passage of other permitted vehicles or emergency vehicles on Association streets. All vehicles shall be parked within the permitted limits or within the marked boundaries for such vehicles.

h. Vehicles of any type are restricted to the street, court, driveways, and parking areas of the Association, unless specifically authorized otherwise by the Board or its agents and then, only for Association purposes. There shall be no parking on routes of passage across any other portion of the property, including all turf areas, sidewalks, and fire lanes.

i. Parking, maintenance or storage of non-permitted vehicles on any portion or portions of the property, including streets, courts, and driveways, is expressly prohibited, except that commercial vehicles may park in permitted areas for their normal commercial purposes so long as such parking is only for the period of time necessary to provide the commercial services requested by a resident of the property of the Association.

j. In the event of a 2" or greater snowfall, cars must be removed from driveways and guest parking areas to allow for snow removal. Any car not moved will automatically be fined \$50.00, this fine is Non-Negotiable. No Warning Letter will be issued.

36. **PATIOS**

a. Patios are Association responsibility. The Association's Board of Directors maintains the right to establish maintenance and replacement schedules for patios.

b. Patios shall not be used for the storage of garden tools, hanging wash (clothing, clothes lines, blankets, swim suits, towels, etc.), bicycles, toys or other items which may detract from the general appearance. Patio type barbecue grills may be stored on the patio.

c. Additional patio lights may not be installed without the prior written approval of the Board of Directors.

37. **PETS**

a. No animals other than dogs, cats or other animals reasonably considered to be household pets shall be raised, bred or kept anywhere on the property nor shall any animal be kept, bred or maintained for commercial purposes and no more than two pets per household are permitted.

b. The Village of Carol Stream has ordinances for the control of all household pets which are to be observed.

c. No pet may be housed outside on the property.

d. All deposits of waste by a pet on any homeowner's or common property

must be removed immediately by the owner of the pet and properly disposed of. The person attending a pet outside a unit must carry materials to effect such disposal. Solid waste deposited by a pet anywhere in the common area shall be removed and the owners of such pet shall deposit same in their own waste can to be removed with the rest of their own garbage. Failure to comply will result in fining by the Association and/or the Village of Carol Stream.

e. A unit owner is responsible for the actions of any pets kept or maintained in a unit owned by the unit owner, including pets of their tenants, guests, or visitors. No pet shall be allowed to create a nuisance or unreasonable disturbance or to damage any common property or the property of any other resident. The cost of professional repairing or remedying any damage caused by a pet, and the cost or other charges associated with maintaining or enforcing the relevant portions of the Declaration, By Laws or rules and Regulations shall be charged to the responsible unit owner. The Board at its discretion may enforce a clean up and or maintenance/ repair of any yard where an animal is present and then bill back those charges to the homeowner.

f. No pet shall be permitted out of doors at any time without the presence of its owner. No pet shall be tied to a dog stake, tree, any portion of a building or in any manner be restrained in the outdoors without the presence of its owner. No pet shall be permitted to be kept on the patio or balcony without the presence of its owner.

Dog Owners' who do not remove their Dogs' Feces immediately, on common areas, will be fined \$50.00. This fine is NON- Negotiable. No Warning Letter will be issued.

38. **PLANTERS**

The following will be permitted in the **FRONT OF THE UNIT** without board approval:

Two Free Standing Potted Flowers.

One Hanging Potted Flower Basket, which must be installed on the trim only.

No Shepherd Hooks are allowed.

The following will be permitted in the **REAR OF THE UNIT** without board approval:

Two Freestanding Potted Flowers.

One Hanging Potted Flower Basket, which must be installed on trim only.

One Shepherd Hook is allowed.

Planters must be maintained by the unit owner and removed from the exterior of the unit at the end of the growing season. Planters either with dead plant material or empty must be removed immediately from the exterior of the unit.

39. **PLANTINGS**

Homeowners that wish to plant in *Common Flower Beds* must fill out an ARCHITECTURAL CONTROL APPLICATION and have board approval prior to installation.

a. Planting of flowers between the shrubs around the unit is permitted. However, care must

be taken so as not to destroy the natural beauty of the existing shrubs or to cause damage to them. Replacement of shrubs damaged or destroyed as a result of improper installation will be assessed to the unit owner. Care and maintenance of such plantings shall be the unit owners responsibility.

b. The addition, removal or moving of any shrubs or trees must have a ARCHITECTURAL CONTROL APPLICATION submitted and approved prior to commencement.

c. Shrubs may not be placed where they interfere with the opening of any type utility box. Planting in front of the Commonwealth Edison box is strictly prohibited.

40. PLAY EQUIPMENT

Play equipment shall be removed from the private and common areas when not in use. This also includes children's' swimming pools. Portable basketball hoops are allowed on asphalt driveways during daylight hours and must be removed when not in use. Play equipment that does not allow our maintenance services to be performed properly will be removed. Any damage to a common area caused by play equipment will be a bill back to the unit owner.

41. POWER ATTIC VENTILATORS

Power attic ventilators are permitted. An ARCHITECTURAL CONTROL APPLICATION form must be submitted and approved prior to installation and unit owner is responsible for future maintenance costs. Following are specifications to be used:

a. Installation must be by a contractor professionally licensed and insured with the Village of Carol Stream.

b. Unit must be U.L. listed.

c. Contractor must supply the Association with a certificate of insurance before any work is done.

d. Unit must be connected electrically in compliance with Village of Carol Stream building code.

e. Unit must have thermal fuse in the thermostat.

f. Unit must be mounted on backside of roof 2 to 3 feet from peak of roof.

g. Unit must have black or brown exterior dome.

h. Unit must be Leslie Locke Model "B" or equivalent.

i. Unit must have cut-off switch.

42. REAL ESTATE TAXES

Real Estate Taxes assessed against Unit and garage are unit owner responsibility.

43. ROOFS

In order to prevent possible roof damage, no one is allowed on any portion of the roofs without Board/ Management Approval. Satellite and Internet Dish installation is prohibited.

44. ROOF LEAK

a. Any roof leak should be reported to the Managing Agent's office immediately.

b. Repair to the roof is the responsibility of the Association; however, extensive interior repairs resulting from such roof leak must be reported to the unit owner's insurance carrier for reimbursement of costs incurred. Ice damming leaks creating interior damages are considered an insurable loss and homeowner responsibility, unless it is demonstrated there is a repair required to the roof.

Any interior repairs done by the Association will include the primer coat of paint on drywall but not a finish coat of paint.

45. SEASONAL ITEMS

Bird Baths are prohibited

Bugs Zappers are prohibited.

Ponds and /or Water Fountains are prohibited.

46. SEWERS

All outdoor sewer drains should be given care as to what goes into them. Contaminants such as oil, paint thinner, gasoline or any other contaminants should never be put in sewers. Contact the Village of Carol Stream for proper disposal. Sewers in common areas are the responsibility of the Association. Sewer back-ups in the service line serving one unit are that unit owner's responsibility. Collapsed sewer lines from the unit on private property are the responsibility of the unit owner. Restoration of landscaping, patios, walks, will also be considered unit owner responsibility.

47. SHEDS

Exterior Storage Sheds will not be permitted.

48. SHUTTERS

Shutters are not permitted by the Association.

49. SIDEWALKS

a. Sidewalks are considered Association responsibility to maintain. The change of location or addition of any sidewalk is not permitted.

b. No artificial coverings such as astro turf, indoor/outdoor carpeting, etc. may be applied.

50. SIDING

Siding and exterior trim are considered Association responsibility. If significant wind damage occurs after a storm, the unit owner will be asked to secure reimbursement for necessary repairs or replacements from their insurance coverage.

51. SIGNS

a. No signs of any type with the exception of For Sale or For Rent signs are permitted to be hung or placed on any property. The display of a For Rent or Conventional For Sale Realty Sign may be placed within one unit window.

b. NO realtor signs are to be installed in the front yards. During open house times only a removable sign may be displayed in front of the unit.

52. SKY LIGHTS

Sky lights are not permitted as additions to any unit. (Homeowner Responsibility)

53. SNOWMOBILES

See Parking and Vehicle Restrictions.

54. SOLICITING

Soliciting and distributing of handbills is prohibited unless a permit is obtained from the Village of Carol Stream.

55. STORM DOORS

Storm doors are permitted. An ARCHITECTURAL CONTROL APPLICATION must be submitted and approved prior to installation. Upkeep and maintenance is the responsibility of the unit owner. All doors must have a door closer and safety chain. Any storm door installed or replaced must be white in color. Storm doors with sidelights must have clear glass.

56. STORM WINDOWS

Storm windows are not permitted. Replacement windows must match the present installations. "Plastic" storm windows or coverings are also not permitted on the exterior of the windows.

57. SUMP PUMP EXTENSIONS

All sump pumps must be discharged in such a way as to minimize ponding and/or damage to the grass areas. Maintenance and upkeep is the responsibility of the individual unit owner.

58. SWIMMING POOLS/HOT TUBS

The Association does not permit swimming pools/hot tubs. Children's wading pools do not fall under this prohibition. Children swimming pools **MUST BE REMOVED** everyday.

59. TENTS

Tents are permitted for overnight occasional use. Free standing canopies are permitted for temporary use not to exceed 24 hours with prior written approval of the Board of Directors.

60. TRASH

In accordance with the Village of Carol Stream's ordinances the Association will enforce the following:

a. The regular trash and recycling collection day is Wednesday. The exception to the pick up is after the following holidays (Christmas, New Year's Day, Memorial Day, Independence Day, Labor Day), if these holidays happen to fall on a Wednesday; then expect a Thursday pick up. Your trash is not supposed to be put out prior to 6:00 P.M. the day before the scheduled collection, and must be securely tied in a trash bag or placed in a covered 32-gallon container. After the pick up has been completed, you should bring all your containers inside your garage so they don't find their way out in the street or blow around. You may wish to stencil your address on the cans and recycling bins. Additional bins are available for purchase by calling the Village Hall.

b. For disposal of large items such as mattresses or furniture, call the scavenger service. A nominal charge may be made for special pick-ups to be borne by the unit owner requiring such service.

c. If bags are used, they should be brown or black to discourage birds and rodents from tearing open the bags. In the event the bags break or are ripped open by an animal, it is the homeowners responsibility to clean up the garbage.

61. UTILITIES

Utility billing from Northern Illinois Gas, Commonwealth Edison, Village of Carol Stream Water billing, and cable television are the responsibility of the individual unit owner. All wiring within the building is unit owner responsibility.

62. WATER USAGE

a. The Village of Carol Stream has sprinkling bans, please observe them. You may hand sprinkle at any time.

b. Garden hoses are to be removed from common areas when not in use so as to not interfere with lawn maintenance or cause a tripping hazard.

c. To prevent freezing and bursting of outdoor water faucets, disconnect hoses before winter. This is homeowner responsibility. Any damage caused by negligence will be the responsibility of the offending homeowner

63. WATER PIPES/PLUMBING

Water pipes and plumbing are Unit owner responsibility to insure and maintain within the unit. Restoration of area after pipe burst including, patio, sidewalk, landscaping are unit owner responsibility.

64. WINDOWS

- a. All windows and glass are homeowner responsibility.
- b. Replacement windows require professional installation. An A.C.C. form must be submitted and approved prior to installation. Replacement windows must match existing installation.

65. WINDOW TREATMENTS

No unit owner shall display, hang, store, or use any clothing, sheets, blankets, laundry or other articles inside or outside their unit which may be visible from the outside of the unit that would distract from the Association's aesthetic values. Draperies, curtains, shades or blinds of a customary nature are acceptable window treatments.

66. WINDOW WELL

Window wells should be covered for safety reasons. Covers or grates are the responsibility of the homeowner.

All rules, regulations, restrictions, and covenants contained in the Declaration and By-Laws of the Association are incorporated by reference and made a part of these Rules and Regulations and are subject to the enforcement policies as set forth herein.

II. RULES RELATED TO LEASES, TENANTS, AND NON-RESIDENT OWNERS

- 1. All unit owners who do not reside in a unit owned by them shall provide the Association with their permanent residence address and telephone numbers where they may be reached in an emergency, both at home and at work. Any expenses of the Association incurred in locating a unit owner who fails to provide such information shall be assessed to that unit owner's account. Unless otherwise provided by law, any unit owner who fails to provide such information shall be deemed to have waived the right to receive notices at any address, other than the address of the unit and the Association shall not be liable for any loss, damage, injury or prejudice to the rights of said unit owner caused by any delays in receiving notice resulting there from.
- 2. All unit owners and residents will be required to complete and return, the Association's official lease Rider form which will be utilized by the Board or Property Manager in case of emergency. See Exhibit A.
- 3. No unit owner may lease less than the entire Unit, nor may the Unit be leased for transient or hotel purposes. Every lease must be for a period of at least six (6) months and may not exceed two (2) years.
- 4. Every lease shall be in writing and shall provide that the lessee agrees to abide by the provisions of the Declaration, By-Laws, and Rules and Regulations of the Association. Each Unit owner shall be responsible for the action of his or her tenants.
- 5. Each Unit Owner shall provide his or her lessee(s) with copies of the Declaration, By-Laws, and Rules and Regulations. In addition, the Association shall be given both a signed original lease and Rider to every Lease on any unit on the Property prior to occupancy of said lease.
- 6. Any expenses incurred in connection with any violations under these provisions will be assessed to the account of the unit owner responsible.

III. PROCEDURES FOR ENFORCEMENT OF RULES AND REGULATIONS

1. Any complaint which alleges violation of the Declaration, By-Laws, or Rules and Regulations shall be made in writing using Record of Violation Form, Exhibit B, and shall contain, at a minimum, the following:

- (a) The name, address, and phone number of the complaining person.**
- (b) The unit Owner's Name, Unit number or address of the unit where the person or Resident complained of resides.**
- (c) The specific details or description of the violation, including the date, time, location of where violation occurred.**

2. When a complaint is made pursuant to the above, the Unit owner shall be notified of the alleged violation by the Association or its duly authorized agents. Notification will be by mail. When the unit owner is notified in writing of the violation, the written notice shall state in bold type "NOTICE OF VIOLATION", (see Exhibit C). In the event the alleged violation is not the first violation by the Unit Owner, or in the event the violation is such that serious, immediate or irreparable consequences may occur by delay, the Board may elect to forward the matter to the Association's attorney for appropriate action. All legal expenses and costs incurred will be assessed to the Unit Owner's account, if the Unit Owner is found guilty of the violation.

The Association's attorney, if contacted regarding the violation, shall send such notices, make such demands, or take such actions as are necessary to protect the interests of the Association in accordance with the provisions of the Declaration, By-Laws or Rules and Regulations of the Association.

3. If any Unit Owner charged with a violation either believes that no violation has occurred or that he has been wrongfully or unjustly charged hereunder, the Unit Owner MUST, within ten (10) business days after the Notice of Violation has been served upon the Unit Owner, pursuant to the provisions herein, make written request directed to the Board of Directors for a hearing concerning the violation. The request shall be directed to the Board of Directors, at the office of the Managing Agent or as so directed. If a request for a hearing is filed within ten (10) business days, a hearing on the complaint shall be held before a Panel composed of Board Members or a committee duly appointed by the Board to hear the complaint. At any such hearing, the Panel shall hear and consider statements regarding the alleged violation. Following a hearing, the Panel shall issue its determination regarding the alleged violation. The decision of the Panel shall be made by majority vote and shall be final and binding. Payment of assessments, charges, costs or expenses made pursuant to the provisions contained herein shall not become due and owing until the Panel has completed its determination.

4. If no request for hearing is filed within ten (10) business days, a hearing will be considered waived and the allegations shall be deemed admitted. The Unit Owner shall be notified in writing by the Association of any such determination.

5. If a Unit Owner is found to have violated personally or is otherwise liable for a violation of any of the provisions of the Declaration, By-laws, or Rules and Regulations of the Association, the following shall occur:

- a. If found to have violated a provision of the Declaration, By-Laws or Rules, the Unit Owner shall be notified of the findings by the Association or its duly authorized agents that a first violation has occurred. The first violation, at the discretion of the Board, may be considered a warning.**

b. If the violation is a second or continuing violation of any provision of the Declaration, By-Laws, or Rules, the Unit Owner shall be notified of the findings by the Association or its duly authorized agent. The Unit Owner shall also be assessed a fine.

c. Unless otherwise provided in these Rules, where a fine is imposed, it shall be in the amount of twenty-five (\$25.00) dollars for single incidents of violation and the sum of five (\$5.00) per day for a violation of a continuing nature.

d. If found to be guilty of any violation, including a first violation, the notice of determination may also require the Unit Owner to correct any damage or any unauthorized condition on the Property for which the Unit Owner has been found responsible, to pay the costs of any repairs which have been previously made, and to pay any legal expenses and costs incurred by the Association as a result of the violation.

e. In the event any violation has resulted in damage to Common Property, or has resulted in any damage to any unauthorized condition on the Property, the Unit Owner will be given a notice of the violation or damages and the Association will proceed to have the violation corrected, and the Unit Owner will be assessed for the full cost of labor and materials required.

6. Any unit owner assessed hereunder shall pay any charges imposed within thirty (30) days of notification that such charges are due. Failure to make the payment on time shall subject the Unit Owner to all of the legal or equitable remedies necessary for the collection thereof. All charges imposed hereunder shall be added to the Unit Owner's account, shall become a special assessment against the Unit and shall be collectible as a common expense in the same manner as any regular or special assessment against the unit.

IV. ASSESSMENT AND FINING PROCEDURE

a. Monthly assessments are due on the first of each month.

b. Assessments received after the thirtieth (30) of the month are considered delinquent. A late charge is assessed against the failure to make an assessment payment.

1.	First Month Late	-	\$30.00 late charge
2.	Second Month Late	-	\$60.00 late charge
3.	Third Month Late	-	\$90.00 late charge
4.	three months or more	-	\$90.00 late charge

c. A report of unit owners that are delinquent two months or more is sent to the collection attorney for action. All legal and court costs shall be billed to the unit owner.

d. Failure or refusal by any Unit Owner to make any payment of the monthly assessment when due or of any unpaid fine when due; together with any interest, late charges, attorney fees, and costs of collection shall constitute a lien on the interest of the Unit Owner. Such lien shall be prior to all other liens and encumbrances, recorded or unrecorded, with the exception of various taxes or other assessments imposed by a Municipal, State or Federal body, as stated in the Illinois Condominium Property Act as it pertains to Townhome Associations.

"In the event of any default by any Unit Owner in the performance of his obligations under the Illinois Condominium Property Act or under the Declaration, By-Laws, or the rules and regulations of the board of managers, the board of managers or its agents shall have such rights and remedies including the right to maintain an act for possession

against such defaulting unit owner for the benefit of all the other unit owners in the manner prescribed by Article IX of the Code of Civil Procedure."

The Board may from time to time adopt or amend such additional Rules and Regulations governing the operation, maintenance, beautification, and use of the Property and the Units, not inconsistent with the terms of the Declaration and By-Laws, as it sees fit, and Unit Owner(s) shall conform and abide by such Rules and Regulations. Written notice of such Rules and Regulations shall be given to all Unit Owners and Occupants. A violation of such Rules and Regulations shall be deemed a violation of the terms of the Declaration.

APPROVED AND ADOPTED by the Board of Directors of the Cambridge Pointe Townhome Association this _____ day of _____, 20____, and shall become effective on the first day of _____, 20____.

President, Board of Directors-Cambridge Pointe Townhome Associatio

EXHIBIT "A": LEASE RIDER

THIS RIDER is attached to and made a part of a Lease dated the

_____ day of _____ 20____, by

and between _____(hereinafter referred to as "Lessor")

and _____(hereinafter referred to as "Lessee").

Lessor and Lessee hereby acknowledge that the leased premises are part and parcel of the Cambridge Pointe Townhome Association and as such are subject to a certain Declaration of Townhouse Ownership recorded as Document No.R89-047148 on 4/24/89, in the office of the Recorder of Deeds of DuPage County, Illinois, the By-Laws, and the Rules and Regulations of the Cambridge Pointe Townhome Association, and Illinois not-for profit Corporation.

Lessee agrees in every respect to comply with the said Declaration, the By-Laws and the Rules and Regulations of the Cambridge Pointe Townhome Association and Lessee's tenancy of the lease premises is conditioned upon compliance with the said Declaration, By-Laws, and Rules and Regulations.

Lessee acknowledges that the Lessor at any time may declare the terms of this lease ended and to reenter the leased premises with or without process of law and to remove Lessee or any persons occupying the same, in the event lessee does not comply with any provisions of the Declaration, By-Laws or Rules and Regulations of the Townhome Association.

Lessee further acknowledges that in the event of a default, as to this Rider, the Cambridge Pointe Townhome Association, by and through its duly elected Board of Directors has a reservation of right and the same remedies against Lessee are set forth, in the Declaration, including, but not restricted to an action for possession in the manner prescribed by the Act with regard to Forcible Entry and Detainer approved February 1, 1978, and as amended.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date first above written.

(LESSOR)

(LESSEE)

Lessee does hereby acknowledge receipt of a copy of the Lease, Lease Rider, and the Rules and Regulations of the Association, as of this date.

(LESSOR)

(LESSEE)

EXHIBIT "B": RECORD OF VIOLATION

RE: CAMBRIDGE POINTE TOWNHOME ASSOCIATION RULES AND REGULATIONS

DATE:_____ **TIME:;**_____ **VEHICLE INFORMATION:**

License Plate#_____ **Municipal Sticker#**_____
Make of Car or Truck
Model_____ **Color**_____ **Where Parked**_____

Owner's Name, Address_____
Type of Violation_____

OTHER VIOLATIONS:

Owner's Name, Address
Type of violation_____

Prepared by: _____

Witnessed by:

Action taken by Managing Agent: _____

EXHIBIT "C": NOTICE OF VIOLATION

TO: _____ **Date:**

RE: CAMBRIDGE POINTE TOWNHOME ASSOCIATION

You are hereby notified, as the Owner of
_____, **that you are charged with the following violation of the**
Association's Rules and Regulations:

NATURE OF VIOLATION:

DATE OF VIOLATION:

VEHICLE INFORMATION (IF APPLICABLE):

DAMAGE, IF ANY, CAUSED:

The Association has adopted and published Rules and Regulations regarding this, a copy of which will be furnished upon your request. Please note that you must take the necessary actions outlined in the Rules and Regulations if you deem the charge unjustified.

SHOULD YOU FAIL TO PROTEST, AN ASSESSMENT CHARGE, FOR ASSOCIATION COSTS AND EXPENSES REGARDING THE VIOLATION, INCLUDING PRESCRIBED DAILY FINES, MAY BE LEVIED AUTOMATICALLY AND ADDED TO YOUR NEXT MONTHLY BILLING STATEMENT.

Cambridge Pointe Townhome Association
ROWELL INCORPORATED

Managing Agent

EXHIBIT "D": ARCHITECTURAL CONTROL APPLICATION

ARCHITECTURAL CONTROL IMPROVEMENT APPLICATION FORM

NAME: _____ DATE: _____

ADDRESS: _____ OWNER: _____ RENTER: _____

LOT NO./UNIT NO: _____ PHONE: HM _____ WK _____

NATURE OF IMPROVEMENT

Color (if applicable) _____

Location (if applicable) _____

Dimensions (if applicable) _____

Construction Material _____

Supplier _____ Approximate Cost _____

A SKETCH OF ALL IMPROVEMENTS MUST BE SUBMITTED AND ATTACHED TO THE APPLICATION TO SHOW LOCATION AND DIMENSIONS!

I/We understand the rules concerning the proposed improvement. I/We agreed to abide by the rules set forth by the Board and will be solely liable for the upkeep, maintenance and encroachment that this improvement may make on a neighbor's private property or on the Common Ground.

FINAL APPROVAL IS CONTINGENT ON SUBMITTING A COPY OF THE VILLAGE BUILDING PERMIT.

DATE: _____ SIGNED: _____

FOR OFFICE USE ONLY

Date Application Received: _____ Sent to: _____ On: _____

DATE APPROVED: _____ DATE DISAPPROVED: _____

APPROVED BY: _____ DISAPPROVED BY: _____

Board Member assigned to assist with improvement

_____'Phone: _____

Improvement constructed and inspected on _____

Construction approved. _____

SIGNED: _____

